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CLERK US DISTRICT COURT DISTRICT OF NEVADA	
BY: _____	DEPUTY _____

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEVADA

Case No. 3:17-cv-00577-RCJ-VPC

TRUSTEES of the NORTHERN NEVADA  
LABORERS HEALTH & WELFARE TRUST  
FUND, CRAIG MADOLE, DAVE BACKMAN,  
CRAIG HOLT, DAN RUSNAK, ELOY JARA,  
RICHARD DALY; TRUSTEES of the LABORERS  
PENSION TRUST FUND FOR NORTHERN  
NEVADA, CRAIG MADOLE, DAVE BACKMAN,  
CRAIG HOLT, DAN RUSNAK, ELOY JARA,  
RICHARD DALY; TRUSTEES of the  
CONSTRUCTION WORKERS VACATION  
SAVINGS TRUST PLAN, CRAIG MADOLE,  
DAVE BACKMAN, CRAIG HOLT, DAN  
RUSNAK, ELOY JARA, RICHARD DALY;  
TRUSTEES of the LABORERS TRAINING  
TRUST FOR NORTHERN NEVADA, CRAIG  
MADOLE, DAVE ELIZONDO, FRED REEDER,  
DAN RUSNAK, ELOY JARA, RICHARD DALY;  
TRUSTEES of the CEMENT MASONS ANNUITY  
TRUST FUND FOR NORTHERN NEVADA,  
CRAIG MADOLE, SHANE GLENN, KEVIN  
LINDERMAN, MARC LEAVITT, THOMAS  
NORTHRUP, JESSE BARAJAS; TRUSTEES of  
the CEMENT MASONS JOINT  
APPRENTICESHIP AND TRAINING TRUST  
FUND, CRAIG MADOLE, KEVIN LINDERMAN,  
SHANE GLENN, MARC LEAVITT, THOMAS  
NORTHRUP, JAMES OBREGON; TRUSTEES of  
the NORTHERN NEVADA OPERATING  
ENGINEERS HEALTH & WELFARE TRUST  
FUND, CRAIG MADOLE, FRED REEDER,  
LANCE SEMENKO, STEVE INGERSOLL,  
DYLAN GALLAGHER, SCOTT FULLERTON;  
TRUSTEES of the OPERATING ENGINEERS  
AND PARTICIPATING EMPLOYERS  
PREAPPRENTICE, APPRENTICE, AND  
JOURNEYMAN AFFIRMATIVE ACTION  
TRAINING FUND FOR NORTHERN NEVADA,  
CRAIG MADOLE, FRED REEDER, LANCE  
SEMENKO, STEVE INGERSOLL, DYLAN  
GALLAGHER, SCOTT FULLERTON; TRUSTEES  
of the OPERATING ENGINEERS PENSION

**STIPULATION AND ORDER TO  
ALLOW PLAINTIFF TRUST  
FUNDS TO FILE FIRST  
AMENDED COMPLAINT**

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5 PIOMBO, TOM SQUERI, DAVID STANTON,  
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7 DISTON, DAVID HARRISON, STEVE  
8 INGERSOLL, PANE MEATOOGA, JR., BRUCE  
9 NOEL, DAN REDING, JAMES SULLIVAN,  
10 NATE TUCKER; TRUSTEES of the OPERATING  
11 ENGINEERS VACATION HOLIDAY AND SICK  
12 PAY TRUST FUND, JAMES MURRAY, BRYAN  
13 FLAKE, LANCE INOUE, TOM SQUERI,  
14 RUSSELL BURNS, JUSTIN DISTON, STEVE  
15 INGERSOLL, DAN REDING, JAMES SULLIVAN;  
16 and TRUSTEES of the OPERATING ENGINEERS  
17 PENSIONED HEALTH & WELFARE TRUST  
18 FUND, JAMES MURRAY, KEVIN ALBANESE,  
19 STEVE CLARK, F.G. CROSTHWAITE, BRYAN  
20 FLAKE, THOMAS HOLSMAN, LANCE INOUE,  
21 RICHARD PIOMBO, TOM SQUERI, DAVID  
22 STANTON, RUSSELL BURNS, MIKE CROLL,  
23 JUSTIN DISTON, DAVID HARRISON, STEVE  
24 INGERSOLL, PANE MEATOOGA, JR., BRUCE  
25 NOEL, DAN REDING, JAMES SULLIVAN,  
26 NATE TUCKER;

Plaintiffs,

vs.

16 DIVERSIFIED CONCRETE CUTTING, INC., a  
17 Nevada corporation; ALLEGHENY CASUALTY  
18 COMPANY, a Pennsylvania corporation; and DOES  
19 1 -10,

Defendants.

21 The parties on record herein, Plaintiff Trust Funds, Defendant Diversified Concrete  
22 Cutting, Inc. ("Diversified"), and Defendant Allegheny Casualty Company ("Allegheny"), by  
23 and through their respective attorneys of record, stipulate and agree that, pursuant to FRCP Rule  
24 15(a), Plaintiff Trust Funds be granted leave to file the First Amended Complaint, attached  
25 hereto as Exhibit "A." The filing of the proposed First Amended Complaint is necessary to allow  
26 Plaintiff Trust Funds to add Fast-Track Services Ltd as a Defendant. The filing of the First

27 ///

28 ///

1 Amended Complaint will not cause any undue delays herein, as a stipulated discovery plan and  
2 scheduling order was filed only recently.

3 DATED this 22<sup>nd</sup> day of March, 2018.

4 JENKINS LAW FIRM  
Attorneys for Plaintiffs

6 By: 

NATHAN M. JENKINS  
1895 Plumas Street, Suite 2  
Reno, NV 89509

9 DATED this 22<sup>nd</sup> day of March, 2018.

10 MOORE LAW GROUP, PC  
Attorneys for Defendant Diversified Concrete Cutting, Inc.

12 By: /s/ John D. Moore

JOHN D. MOORE (NV Bar 8581)  
3715 Lakeside Drive, Suite A  
Reno, NV 89509

15 DATED this 22<sup>nd</sup> day of March, 2018.

16 THE FAUX LAW GROUP  
Attorneys for Defendant Allegheny Casualty Company

18 By: /s/ Kurt C. Faux

KURT C. FAUX (NV Bar 3407)  
JORDAN F. FAUX (NV Bar 12205)  
1540 W Warm Springs Road, Suite 100  
Henderson, NV 89014

21 **ORDER**

22 The Court having reviewed the above stipulation and good cause therefore appearing, it is  
23 hereby ordered and decreed that Plaintiff Trust Funds may file the First Amended Complaint,  
24 attached to this stipulation and order as Exhibit "A."

25 DATED this 23<sup>rd</sup> day of March, 2018.

27   
UNITED STATES MAGISTRATE JUDGE

CERTIFICATE OF SERVICE

I certify that I am an employee of JENKINS LAW FIRM and that on this date the within document entitled **STIPULATION AND ORDER TO ALLOW PLAINTIFF TRUST FUNDS TO FILE FIRST AMENDED COMPLAINT** was electronically filed with the Clerk of the Court using the CM/ECF system, which will automatically e-serve the same on the attorney of record set forth below:

John D. Moore, Esq.  
Moore Law Group, PC  
3715 Lakeside Drive, Suite A  
Reno, NV 89509

Kurt C. Faux, Esq.  
Jordan F. Faux, Esq.  
The Faux Law Group  
1540 W Warm Springs Road, Suite 100  
Henderson, NV 89014

DATED this 22 day of March, 2018.

Dixie Perry

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# EXHIBIT A

NORTHERN NEVADA LABORERS HEALTH & WELFARE TRUST FUND, et al. vs.  
DIVERSIFIED CONCRETE CUTTING, INC., et al.  
3:17-cv-00577-RCJ-VPC

STIPULATION AND ORDER TO ALLOW PLAINTIFF TRUST FUNDS TO FILE  
FIRST AMENDED COMPLAINT

# EXHIBIT A

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5 UNITED STATES DISTRICT COURT  
6 FOR THE DISTRICT OF NEVADA  
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Case No. 3:17-cv-00577-RCJ-VPC

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LABORERS HEALTH & WELFARE TRUST  
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10 RICHARD DALY; TRUSTEES of the LABORERS  
PENSION TRUST FUND FOR NORTHERN  
11 NEVADA, CRAIG MADOLE, DAVE BACKMAN,  
CRAIG HOLT, DAN RUSNAK, ELOY JARA,  
12 RICHARD DALY; TRUSTEES of the  
CONSTRUCTION WORKERS VACATION  
13 SAVINGS TRUST PLAN, CRAIG MADOLE,  
DAVE BACKMAN, CRAIG HOLT, DAN  
14 RUSNAK, ELOY JARA, RICHARD DALY;  
TRUSTEES of the LABORERS TRAINING  
15 TRUST FOR NORTHERN NEVADA, CRAIG  
MADOLE, DAVE ELIZONDO, FRED REEDER,  
16 DAN RUSNAK, ELOY JARA, RICHARD DALY;  
TRUSTEES of the CEMENT MASONS ANNUITY  
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18 LINDERMAN, MARC LEAVITT, THOMAS  
NORTHRUP, JESSE BARAJAS; TRUSTEES of  
19 the CEMENT MASONS JOINT  
APPRENTICESHIP AND TRAINING TRUST  
20 FUND, CRAIG MADOLE, KEVIN LINDERMAN,  
SHANE GLENN, MARC LEAVITT, THOMAS  
21 NORTHRUP, JAMES OBREGON; TRUSTEES of  
the NORTHERN NEVADA OPERATING  
22 ENGINEERS HEALTH & WELFARE TRUST  
FUND, CRAIG MADOLE, FRED REEDER,  
23 LANCE SEMENKO, STEVE INGERSOLL,  
DYLAN GALLAGHER, SCOTT FULLERTON;  
24 TRUSTEES of the OPERATING ENGINEERS  
AND PARTICIPATING EMPLOYERS  
25 PREAPPRENTICE, APPRENTICE, AND  
JOURNEYMAN AFFIRMATIVE ACTION  
26 TRAINING FUND FOR NORTHERN NEVADA,  
CRAIG MADOLE, FRED REEDER, LANCE  
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28 of the OPERATING ENGINEERS PENSION

FIRST AMENDED COMPLAINT

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15 INGERSOLL, DAN REDING, JAMES SULLIVAN;  
16 and TRUSTEES of the OPERATING ENGINEERS  
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25 NOEL, DAN REDING, JAMES SULLIVAN,  
26 NATE TUCKER;

27 Plaintiffs,

28 vs.

16 DIVERSIFIED CONCRETE CUTTING, INC., a  
17 Nevada corporation; FAST-TRACK SERVICES  
18 LTD, a Nevada limited liability company;  
19 ALLEGHENY CASUALTY COMPANY, a  
20 Pennsylvania corporation; and DOES 1 -10,

21 Defendants.

22 Plaintiffs, by and through their attorneys, JENKINS LAW FIRM, allege as follows  
23 against Defendants:

### 24 JURISDICTION AND VENUE

25 1. This is an action brought by the Trustees of the Northern Nevada Laborers Health  
26 & Welfare Trust Fund; the Trustees of the Laborers Pension Trust Fund for Northern Nevada; the  
27 Trustees of the Construction Workers Vacation Savings Trust Plan; the Trustees of the Laborers  
28 Training Trust for Northern Nevada; the Trustees of the Cement Masons Annuity Trust Fund for  
Northern Nevada; the Trustees of the Cement Masons Joint Apprenticeship and Training Trust

1 Fund; Trustees of the Northern Nevada Operating Engineers Health & Welfare Trust Fund;  
2 Trustees of the Operating Engineers and Participating Employers Preapprentice, Apprentice, and  
3 Journeyman Affirmative Action Training Fund for Northern Nevada; Trustees of the Operating  
4 Engineers Pension Trust Fund; the Operating Engineers Vacation and Holiday Pay Plan; and the  
5 Trustees of the Operating Engineers Pensioned Health & Welfare Trust Fund (collectively, the  
6 “Trust Funds”), to enforce the terms of the Trust Funds and the provisions of Section 515 of the  
7 Employee Retirement Income Security Act of 1974, as amended (“ERISA”), 29 U.S.C. §1145.  
8 This action arises under ERISA Section 502(a)(3), 29 U.S.C. §1132(a)(3). ERISA Section  
9 502(e)(1), 29 U.S.C. §1132(e)(1), confers jurisdiction on this Court.

10 2. This Court has supplemental jurisdiction over Plaintiffs’ state law claims pursuant  
11 to 28 U.S.C. § 1367.

12 3. Venue is proper in the unofficial Northern Division of this Court under 29 U.S.C.  
13 § 1132 (e)(2) because the Trust Funds are administered in Washoe County, in the District of  
14 Nevada, the breaches took place in Washoe County, in the District of Nevada, and the  
15 Defendants conduct business in Washoe County, in the District of Nevada.

#### 16 THE PARTIES

17 4. Plaintiffs are Trustees of the Trust Funds. The Trust Funds are “employee benefit  
18 plan[s]” within the meaning of Section 3(3) of ERISA, 29 U.S.C. §1002(3), and are  
19 “multiemployer plan[s]” within the meaning of Section 3(37) of ERISA, 29 U.S.C. §1002(37).  
20 Plaintiffs bring this action on behalf, and for the benefit, of the beneficiaries of the Trust Funds  
21 and in their respective capacities as trustees and Trust Fund fiduciaries.

22 5. Defendant Diversified Concrete Cutting, Inc. (“Diversified”) is, and at all times  
23 hereinafter mentioned was, a Nevada corporation conducting business in the District of Nevada.

24 6. Defendant Fast-Track Services Ltd (“Fast-Track”) is, and at all times hereinafter  
25 mentioned was, a Nevada limited liability company conducting business in the District of  
26 Nevada.

27 7. Defendant Allegheny Casualty Company is a Pennsylvania corporation licensed to  
28 execute surety bonds under the provisions of the Nevada Insurance Code and is conducting



1 business in the District of Nevada. Defendant Allegheny Casualty Company issued license bond  
2 no. 0602136 to Diversified.

3 8. The true names and capacities, whether individual, corporate, associate, or  
4 otherwise, of the Defendants designated as Does 1 through 10 are presently unknown to  
5 Plaintiffs. Plaintiffs are informed and believe, and on that basis allege, that Defendants Does 1-  
6 10 took some part in the acts and omissions complained of herein and, as a proximate result of  
7 such acts and omissions, incurred legal liability to Plaintiffs for the relief sought herein.  
8 Plaintiffs will request permission to amend this Complaint when the identity of Defendants Does  
9 1-10 become known to them.

10 9. At all material times and during the acts alleged herein, the Defendants were  
11 acting as the agents of each and every other Defendant within the course and scope of their  
12 agency or employment, and all acts conducted and alleged herein were known to, authorized, and  
13 ratified by each and every Defendant, and/or liability therefore has been assumed by each and  
14 every Defendant.

15 FIRST CAUSE OF ACTION  
16 (Payment of Unpaid Contributions under ERISA §§ 502 AND 515)

17 10. Plaintiffs reallege all previous allegations of this Complaint.

18 11. Defendant Diversified, acting by and through its authorized agents or officers,  
19 agreed to be bound by the Laborers' Local 169 – Short Form Agreement (the “Laborers Short  
20 Form Agreement”) as of May 14, 1996 with Laborers' International Union of North America -  
21 A.F.L. - C.I.O., Local # 169 (the “Laborers Union”).

22 12. Defendant Diversified, acting by and through its authorized agents or officers,  
23 agreed to be bound by the Master Agreement as of May 14, 1996, by and between Laborers'  
24 International Union of North America, Local Union No. 169, and Nevada Chapter of the  
25 Associated General Contractors of America, Inc. (the “Laborers Master Agreement”). The  
26 Laborers Short Form Agreement incorporates the terms of the Master Agreement.

27 13. Defendant Diversified, acting by and through its authorized agents or officers,  
28 agreed to be bound by the National Construction Agreement (“Laborers National Agreement”)

1 with the Laborer's International Union of North America, AFL-CIO as of June 2, 2006.

2 14. Defendant Diversified, acting by and through its authorized agents or officers,  
3 agreed to be bound by the Memorandum Agreement (the "Cement Masons Memorandum  
4 Agreement") as of April 19, 2006 with Operative Plasterers' and Cement Masons' International  
5 Association, AFL-CIO (the "Cement Masons Union").

6 15. Defendant Diversified, acting by and through its authorized agents or officers,  
7 agreed to be bound by the Master Agreement for Northern Nevada ("Operating Engineers Master  
8 Agreement") as of July 19, 2016 by and between Nevada Chapter Associated General  
9 Contractors of America, Inc. and Operating Engineers Local Union No. 3 of the International  
10 Union of Operating Engineers, AFL-CIO (the "Operating Engineers Union").

11 16. Defendant Fast-Track, acting by and through its authorized agents or officers,  
12 agreed to be bound by the Laborers Short Form Agreement as of August 3, 2017 with the  
13 Laborers' Union.

14 17. The aforementioned Laborers Short Form Agreement, Laborers Master  
15 Agreement, Laborers National Agreement, Cement Masons Memorandum Agreement, Laborers  
16 Subscription Agreement, and Operating Engineers Master Agreement are collectively referred to  
17 herein as the "Contribution Agreements."

18 18. Defendants, by their conduct, are obligated to make contributions to the Trust  
19 Funds pursuant to the terms of the Contribution Agreements and in accordance with the terms  
20 and conditions of the Trust Agreements establishing the Trust Funds.

21 19. Defendants employ or have employed individuals performing work as laborers,  
22 cement masons, and operating engineers. Defendants are obligated by the Contribution  
23 Agreements to make certain fringe benefit payments to the Trust Funds for every hour worked by  
24 individuals performing work as laborers, cement masons, and operating engineers, whether  
25 members of the Laborers Union, Cement Masons Union, Operating Engineers Union, or not.

26 20. Pursuant to the Contribution Agreements, Defendants agreed to make provisions  
27 in all subcontracts for all subcontractors to observe the terms of the Contribution Agreements,  
28 and Defendants agreed to be responsible for all actions of Defendants' subcontractors, including,

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1 without limitation, payment of fringe benefits to the Trust Funds.

2 21. Defendants agreed to be bound by the Contribution Agreements and to timely  
3 submit employer contribution reporting forms to Plaintiffs on a monthly basis. In addition,  
4 Defendants agreed to be bound by all the terms of the Trust Agreements establishing the Trust  
5 Funds. Defendants also agreed to permit Plaintiffs to inspect their books and records regarding  
6 any payment due the Trust Funds in order to determine the true and correct sum owed.

7 22. Plaintiffs have complied with all conditions to maintaining this action.

8 23. Defendants have failed to report and contribute for all hours worked by employees  
9 performing work as laborers, cement masons, and operating engineers, and Defendants are  
10 delinquent in making reports and contributions.

11 24. Demand for the delinquent amounts and reports has been made upon Defendants  
12 by the Trust Funds, but to date the contributions, interest, liquidated damages, and reports due  
13 and owing to the Trust Funds have not been paid or submitted.

14 25. As a result of Defendants' failure to meet its obligations under the terms of the  
15 Contribution Agreements and the Trust Agreements, Plaintiffs have been required to employ  
16 counsel in order to enforce such obligations. Plaintiffs have brought this action in faithful  
17 performance of the fiduciary duties imposed upon them under Section 404(a)(1) of ERISA, 29  
18 U.S.C. §1104(a)(1). Plaintiffs have been, and are, incurring attorney's fees as a direct result of  
19 Defendants' failure to make contributions in accordance with the terms and conditions of the  
20 pertinent Contribution Agreements.

21 SECOND CAUSE OF ACTION  
(Failure to Timely File Accurate Monthly Reports under ERISA §§ 502 AND 515)

22 26. Plaintiffs reallege all previous allegations of this Complaint.

23 27. Defendants agreed to submit to Plaintiffs accurate and timely employer  
24 contribution reporting forms detailing the number of hours worked by all employees performing  
25 work as laborers, cement masons, and operating engineers and the amount of contributions owed.

26 28. Defendants have failed to accurately and timely report contributions owed to the  
27 Trust Funds.  
28

1           29. As a result of Defendants' refusal to comply with its obligations to submit  
2 accurate and timely employer contribution reporting forms to the Trust Funds, it has become  
3 impossible for Plaintiffs to determine the full extent of the delinquent contributions, interest and  
4 damages owed by Defendants.

5           30. As a result of Defendants' failure to meet its reporting obligations under the terms  
6 of the Contribution Agreements and the Trust Agreements, Plaintiffs have been required to  
7 employ counsel in order to enforce such obligations. Plaintiffs have brought this action in  
8 faithful performance of the fiduciary duties imposed upon them under Section 404(a)(1) of  
9 ERISA, 29 U.S.C. §1104(a)(1). Plaintiffs have been, and are, incurring attorney's fees as a direct  
10 result of Defendants' failure to submit accurate reports in accordance with the terms and  
11 conditions of the Contribution Agreements and the Trust Agreements.

12                                   **THIRD CAUSE OF ACTION**  
13                                   **(To Compel an Audit and Timely Filing of Accurate Monthly Reports under**  
14                                   **ERISA §§ 502 AND 515)**

15           31. Plaintiffs reallege all previous allegations of this Complaint.

16           32. Defendants' agreed to permit Plaintiffs to inspect its books and records regarding  
17 any payment due the Trust Funds in order to determine the true and correct sum owed.

18           33. As a result of Defendants' refusal to comply with its obligations to submit  
19 accurate and timely employer contribution reporting forms and contributions to the Trust Funds,  
20 it has become impossible, absent a complete audit, for Plaintiffs to determine the full extent of  
21 the delinquent contributions, interest and damages owed by Defendants.

22           34. The Trust Funds rely principally on employer self-reporting to determine the  
23 extent of an employer's liability. The Trust Funds police this self-reporting system by conducting  
24 audits of the records of participating employers.

25           35. Defendants' violations of the Contribution Agreements and the Trust Agreements,  
26 if allowed to continue, will result in irreparable harm for which Plaintiffs have no adequate  
27 remedy at law, in that: (a) the Trust Funds are unable to fully inform the participants employed  
28 by Defendants of their rights and status under the Trust Funds' plans of benefits, (b) the financial  
integrity of the Trust Funds and their plans of benefits is jeopardized if the Trust Funds are

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1 unable to police the self-reporting system by obtaining prompt and complete audit entry, (c) the  
2 financial integrity of the Trust Funds and their plans of benefits is jeopardized if the Trust Funds  
3 are unable to promptly determine the class of potential benefit claimants, and (d) the Trust Funds  
4 are irreparably harmed if they are unable to hold all contributing employers to the full and prompt  
5 fulfillment of their contribution obligations.

6 36. Accordingly, Defendants' conduct necessitates a preliminary and permanent  
7 injunction or other equitable relief compelling Defendants to promptly submit to an audit of their  
8 books and records, including but not limited to, Defendants' payroll and tax records and general  
9 ledgers, to determine the true and correct sum owed the Trust Funds, and to timely file accurate  
10 monthly reports

11 37. As a result of Defendants' failure to meet its obligations under the terms of the  
12 Contribution Agreements and the Trust Agreements, Plaintiffs have been required to employ  
13 counsel in order to enforce their right to conduct an audit and Defendants' obligation to file  
14 accurate monthly reports. Plaintiffs have brought this action in faithful performance of the  
15 fiduciary duties imposed upon them under Section 404(a)(1) of ERISA, 29 U.S.C. §1104(a)(1).  
16 Plaintiffs have been, and are, incurring attorney's fees as a direct result of Defendants' failure to  
17 make contributions in accordance with the terms and conditions of the pertinent Contribution  
18 Agreements.

19 **FOURTH CAUSE OF ACTION**  
20 **(For Collection of Unpaid Fringe Benefit Contributions Pursuant to License Bond)**

21 38. Plaintiffs reallege all previous allegations of this Complaint.

22 39. The License Bond No. 0602136 executed and delivered to the Nevada State  
23 Contractors' Board on or about November 19, 2015 provides that Defendant Diversified, as  
24 "principal," and Defendant Allegheny Casualty Company, as "surety (hereinafter 'Surety'), are  
25 held and firmly bound unto the State of Nevada, in the full and just sum of Twenty Thousand and  
26 no / 100 Dollars (\$20,000.00) for which payment well and truly to be made, the Principal and  
27 Surety bind themselves, their respective heirs, administrators, successors, and assigns, jointly and  
28 severally, firmly by these presents."

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1           40. Each of the License Bonds also states that the License Bond “is made in favor of  
2 the State of Nevada for the benefit of any person having a valid claim who: . . . 2. As an  
3 employee of the contractor performed labor on or about the site of the construction covered by  
4 the contract; or . . . 4. Is injured by any unlawful act or omission of the contractor in the  
5 performance of a contract.”

6           41. Pursuant to each of the License Bonds, Defendants are liable for all delinquent  
7 fringe benefit contributions owed by Defendants, together with interest, liquidated damages,  
8 reasonable attorney’s fees and costs, and audit costs resulting from delinquent contributions, as  
9 set forth in the Contribution Agreements and the Trust Agreements.

10           42. Defendants have breached each of the License Bonds by failing to provide  
11 payment of delinquent fringe benefit contributions, and by failing to provide payment of all  
12 interest, liquidated damages, attorneys’ fees, collection costs, and accountant costs required by  
13 the Contribution Agreements and the Trust Agreements with respect to delinquent fringe benefit  
14 contributions.

15           43. Demand for the delinquent amounts has been made upon Defendants by the Trust  
16 Funds, but to date the contributions, interest, liquidated damages, attorney’s fees, and audit fees  
17 due and owing to the Trust Funds have not been paid.

18           44. As a result of Defendants’ failure to meet their obligations pursuant to each of the  
19 License Bonds, Plaintiffs have suffered, and are continuing to suffer, damages.

20           45. As a further result of Defendants’ failure to meet their obligations pursuant to  
21 each of the License Bonds, Plaintiffs have been required to employ counsel in order to enforce  
22 such obligations. Plaintiffs have brought this action in faithful performance of the fiduciary  
23 duties imposed upon them under Section 404(a)(1) of ERISA, 29 U.S.C. §1104(a)(1). Plaintiffs  
24 have been, and are, incurring attorney’s fees as a direct result of Defendants’ failure to provide  
25 payment of fringe benefit contributions in accordance with the terms and conditions of each of  
26 the License Bonds.

27           WHEREFORE, Plaintiffs demand judgment, including preliminary equitable relief,  
28 against Defendants as follows:

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Reno, Nevada 89509  
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1 1. Compelling Defendants to submit to inspection of its books and records, including  
2 but not limited to, Defendants' payroll and tax records and general ledgers, to determine the true  
3 and correct sum owed the Trust Funds; and

4 2. For the total amount owed to Plaintiffs, which amount is constituted as follows:

- 5 a. For the amount of the incomplete contributions due through the present  
6 (ERISA Section 502(g)(2)(A));
- 7 b. For interest assessed on the delinquent contributions calculated from the  
8 date due through the present at the rate of twenty percent (20%) per annum  
9 (ERISA Section 502(g)(2)(B));
- 10 c. For the greater of either the statutory interest assessed on the delinquent  
11 contributions at the rate of twenty percent (20%) per annum (ERISA  
12 Section 502(g)(2)(C)), or liquidated damages assessed on the delinquent  
13 contributions at the rate of twenty percent (20%) of the amount of the  
14 contribution or twenty dollars (\$20.00) per delinquency, whichever is  
15 greater;
- 16 d. For the cost of the audit (ERISA Section 502(g)(2)(D));
- 17 e. For the costs of filing this action (ERISA Section 502(g)(2)(D)); and
- 18 f. For all attorneys' fees and costs of this action (ERISA Section  
19 502(g)(2)(D));

20 3. That Defendants be directed to comply with its obligations to timely report and to  
21 contribute to the Trust Funds, and to pay the costs and disbursements of this action (ERISA  
22 Section 502(g)(2)(D)); and

23 ///

24 ///

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28 ///

1           4.       Such other legal or equitable relief as this Court deems appropriate, including  
2 judgement for any contributions and/or interest thereon that may accrue subsequent to the filing  
3 of this complaint, as well as any resulting statutory penalties thereon under ERISA.

4           DATED this \_\_\_\_\_ day of March, 2018.

5                               JENKINS LAW FIRM  
6                               Attorneys for Plaintiffs

7  
8                               By: \_\_\_\_\_  
9                               NATHAN M. JENKINS  
10                              1895 Plumas Street, Suite 2  
11                              Reno, NV 89509

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